



## Welcome to Dedicated Logistics Services Network!

Thank you for your interest in working with Dedicated Logistics Services Brokerage team. To become a Carrier Partner, please follow the instructions provided below:

- 1) Complete the contract and return before hauling for DLS
- 2) Use black or blue ink only and initial or sign ALL pages.
- 3) Page 8 must be signed by an Officer of the company
- 4) Fax pages 1 through 8 back, along with the Carrier Profile page and the other supporting documents, listed below, to us at **800-323-6351**.
  - Copy of your company's Federal Operating Authority.
    - This will be a certificate or permit for contract or common carrier authority showing the carrier's MC number and legal company name with Tax Identification Number and Certification (form W9)
  - Copy of Current Insurance Certificate w/Dedicated Logistics Services as the Certificate Holder: Address to appear on certificate:  
Dedicated Logistics Services  
2900 Granada Lane North  
Oakdale, MN 55128  
The minimum requirements are as follows:  
General Liability: \$1,000,000  
Auto Liability: \$1,000,000  
Cargo Liability: \$100,000
  - Copy of IRS Form W-9



The following enclosures are for your information:

- |               |                                      |
|---------------|--------------------------------------|
| Enclosure (2) | Sample of Addendum with explanations |
| Enclosure (3) | Payment Procedures                   |
| Enclosure (4) | Dedicated Logistics Broker Authority |
| Enclosure (5) | Dedicated Logistics Surety Bond      |

Any Changes made to the contract will delay processing. DLS will execute your signed contract and fax or mail our signature copy back to you.



**Please forward this document to your billing department.**

To guarantee fast, efficient payment for your services, please submit the following documentation and information for each load the DLS tenders to your company:

- 1) Bill of loading for Accepted Freight identifying your company as the Carrier (reference: Section 4(a) of the Master Contract Carrier Agreement)
  - a. Note: If the shipper does not provide one, your company must
- 2) Carrier copy of signed Addendum A (Confirmation)
- 3) An individual invoice from your company billing Dedicated Logistics Services for each individual load that your company transports. (One invoice for each load)
- 4) Trip number (located on the rate confirmation sheet – Addendum A) must be included on all documentation submitted for settlement.
- 5) All paperwork submitted can be emailed or faxed. (No need to mail originals)
  - a. Email: [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com)
  - b. Fax: 800-323-6351

All questions regarding payment should be directed to Accounts Payable in the brokerage department at 800-295-5268

If the rate on your confirmation is in dispute, please contact the DLS representative that tendered the load to your company.

Enclosure (3)



## CARRIER PROFILE

THIS FORM MUST BE COMPLETED AND RETURNED WITH CONTRACT – IT MUST INCLUDE ALL INFORMATION LISTED BELOW.

### OPERATIONAL CONTACTS

Company Name: \_\_\_\_\_ SCAC: \_\_\_\_\_

Dispatch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### ACCOUNTS RECEIVABLE CONTACTS

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**\*\*Please include Notice of Assignment if you are using a factoring company.**

**TRANSPORTATION SERVICES AGREEMENT  
(Carrier)**

This Transportation Services Agreement (this "Agreement") is effective as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ [state of organization and insert type of entity, e.g., corporation, limited liability company, etc.], ("Carrier") and Dedicated Logistics Services, LLC, a Minnesota limited liability company, ("Broker"). Carrier and Broker are sometimes referred to in this Agreement individually as a "Party" and together as the "Parties".

**BACKGROUND**

A. Broker is authorized as a property broker to arrange for the interstate transportation of property by motor carrier under License No. MC-862737 issued by the Federal Motor Carrier Safety Administration (the "FMCSA"), and further engages in the business of providing intrastate brokerage services to its shipper customers.

B. Carrier is authorized to operate in interstate commerce as a motor carrier pursuant to Permit No. MC-\_\_\_\_\_ to transport general commodities, and further engages in the business of providing intrastate motor carrier services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, the Parties agree as follows:

1. Scope of Services.

a. This Agreement applies to Carrier's performance, as Broker may from time to time require, of surface transportation and related services for Broker and for Broker's shipper customers (each such customer, a "Shipper") with respect to property tendered by or on behalf of a Shipper to Carrier (each such tendered shipment, a "Load"). Carrier acknowledges that its Shipper customers have delegated to Broker, which is acting as an intermediary on behalf of such Shippers, working control over each Load for the purpose of arranging for Carrier's transportation services as contemplated by this Agreement. Pursuant to separate agreements between Broker and its Shipper customers, Broker is acting on behalf of the applicable Shipper for the selection of motor carriers and for the arrangement of transportation and related services by motor carriers. Pursuant to this Agreement and the separate agreements between Broker and its Shipper customers, Broker will receive, process and pay to Carriers the freight bills for the Loads rendered to Carrier pursuant to this Agreement. The transportation arrangements for each Load, such as scheduling, routing, pickup, transport and delivery, will be made exclusively between Carrier and Broker for the benefit of the applicable Shipper.

b. Carrier agrees to transport Loads in accordance with the pick up and delivery schedules as communicated by Broker and in accordance with the terms and conditions of this Agreement. Carrier further agrees it is legally bound to deliver all Loads safely. Carrier agrees it will not double broker, re-broker, assign or interline any Load to another motor carrier in

whole or in part. Carrier acknowledges the foregoing prohibition is necessary to ensure Broker of the authority, safety and insured status of all motor carriers transporting Loads brokered by Broker. If Carrier breaches this prohibition, Carrier acknowledges and agrees Broker will be relieved of all responsibility for compensating Carrier for the applicable shipment and Carrier further agrees to reimburse and indemnify Broker for all costs, liabilities and expenses incurred by Broker as a result of Carrier's breach of this prohibition, including any incidental or consequential damages.

c. If Broker tenders a Load consisting of any "hazardous material" or "hazardous substance" as classified under applicable law and if Carrier is not duly qualified under applicable law to transport such materials, Carrier will immediately notify Broker and decline the Load. If Carrier accepts any Load containing any hazardous material or hazardous substance, Carrier will comply with all applicable laws when performing its services under this Agreement and will meet the additional terms and conditions set forth in the Hazardous Materials Addendum shown as Exhibit C, which, if executed and completed by the Parties, is incorporated by this reference and made part of this Agreement.

d. If any delay interferes with the timely delivery of any Load, Carrier will promptly notify Broker of the occurrence of such delay. Carrier will follow Broker's reasonable instructions concerning the disposition of any delayed Load. If a Load is refused by the consignee or Carrier is unable to complete delivery of the Load for any reason, Carrier will provide Broker with written notice stating the date and time storage charges will begin to accrue, if any.

## 2. Rates.

a. Broker will pay Carrier, as full and complete compensation, according to the Schedule of Rates and Charges set forth on Exhibit A attached hereto and incorporated into this Agreement by this reference. Unless otherwise specifically set forth on Exhibit A, all accessorial services rendered by Carrier in the performance of transportation services under this Agreement are deemed to be included in the mileage rate, flat rate, CWT rate or accessorial charges set forth in Exhibit A. Exhibit A may be amended from time to time to add new rates or modify existing rates or charges by the Parties' execution of a new or amended Exhibit A.

b. New rates or spot quote rates may be established on a per Load basis by the mutual agreement of Carrier and Broker. Prior to each Load pick up, Broker will issue a confirmation (a "Load Confirmation") by electronic mail or facsimile. The Load Confirmation will set forth the pick up and delivery information, as well as any instructions from the Shipper, and the rates and charges agreed to for the Load. If Carrier fails to sign and return a copy of the Load Confirmation to Broker prior to performing services, Carrier will be deemed to have agreed to the rates and charges on such Load Confirmation. Each Load Confirmation will be incorporated into and a part of Exhibit A and this Agreement.

c. The Parties expressly agree that no motor carrier tariff or service guide of Carrier, or any reissue, supplement or incorporation by reference of any other tariff, is or will be applicable to any of the services performed by Carrier under this Agreement, unless specifically agreed to in writing and signed by the Parties.

3. Billing and Payment.

a. Unless otherwise designated by Broker, Carrier will submit to Broker invoices for all services performed under this Agreement within 15 days from the date of delivery of a Load. Any additional rebilling or assessment of charges must be submitted to Broker within 30 days of delivery. Carrier is prohibited from invoicing the Shipper, receiver, consignor or consignee for transportation charges for any Load.

b. Payment to Carrier will be due thirty (30) days after presentation of Carrier's invoice accompanied by (i) a signed delivery receipt indicating delivery of all goods tendered in the Load in good order, without exception or notation; and (ii) any signed Load Confirmation for each Load covered by the invoice.

c. If Broker pays Carrier earlier than the 30-day period, then Broker is entitled to a discount in accordance with the Early Pay Discount terms provided in Exhibit B (the "Early Pay Discount"). The terms of the Early Pay Discount may be modified upon the mutual written agreement of the Parties, and any such modification will be effective for any Load tendered to and accepted by the Carrier after the modification.

d. If Broker submits payment and Carrier accepts such payment without providing written notice of objection to Broker within 60 days of receipt of payment, then Carrier will have waived its rights (i) to later assert the applicable rate or charge should have been higher than the charge originally paid and (ii) to attempt to collect any undercharges. If Carrier receives any payment from Broker's Shipper customer, Carrier will immediately forward such payment to Broker. Payment of the transportation charges by Broker will relieve the applicable Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of any transportation charges.

4. Relationship of the Parties. Carrier acknowledges that the performance of services contemplated by this Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between Carrier and Broker, and Carrier acknowledges that no other facts or relations exist that would create any such relationship with Broker. Carrier acknowledges no right of authority to assume or to create any obligation or responsibility on behalf of Broker or its customers, except as provided by written agreement acknowledged by Broker.

5. Operating Authority, Equipment and Drivers.

a. Carrier will obtain and maintain in force at its sole expense any and all licenses and permits of any sort necessary for the performance of services pursuant to this Agreement. Carrier represents and warrants all such authorizations are and will remain in full force and effect throughout the term of this Agreement. Carrier will notify Broker immediately if its operating authority is revoked, suspended or rendered inactive for any reason. Carrier further represents and warrants that it has a "Satisfactory" or "Continue to Operate" safety rating issued by the FMCSA and will notify Broker in writing immediately if its safety rating is changed.

b. Carrier will provide at its sole expense all necessary facilities and motor vehicle equipment for use in performing transportation and related services to Broker's Shipper customers. Carrier will maintain such equipment in good and efficient condition.

c. Carrier represents and warrants that each driver utilized is fully qualified, properly licensed and is fully informed concerning their responsibilities for the protection and care of the each Load transported under this Agreement.

d. Carrier will comply with applicable federal, state and local laws, rules, regulations and ordinances relating to the services to be provided pursuant to this Agreement. Carrier will pay any fine or fee imposed or assessed against the Carrier's equipment, the commodities constituting a Load or the Carrier by any governmental authority as a result of any action by Carrier in the performance of services under this Agreement.

6. Cargo Liability Standards.

a. Any claim for freight loss or damage may be filed by Broker on behalf of its Shipper customer or by the Shipper directly with Carrier. Carrier assumes liability for loss, theft, delay, damage or destruction of any and all property included within a Load transported pursuant to this Agreement while said property is under Carrier's care, custody or control. Carrier's liability will be determined in accordance with 49 U.S.C. § 14706 (Carmack liability), notwithstanding any released valuation or limitation of liability provision contained on any bill of lading, and Carrier will process all claims in accordance with 49 C.F.R. § 370. Carrier's liability for loss or damage to any property will begin at the time the property is received by Carrier and a receipt or bill of lading is issued at the point of origin, and will continue until the property is delivered to the designated consignee and the receipt or bill of lading is signed by the consignee at the point of destination. All cargo claims will be administered by Carrier with no recourse to Broker.

b. When a Load is refused by the consignee, or Carrier is unable to deliver it for any reason, Carrier's liability as a warehouseman will not begin until Carrier has placed the property in a public warehouse or other storage facility under reasonable security.

c. Each Load will be deemed to have been tendered on a uniform straight bill of lading, in the form used by Broker or its Shipper customer. Carrier's liability will not be limited by any provision purporting to limit Carrier's liability, including without limitation, any bill of lading or common carrier tariff, schedule, service guide or similar document issued by or on behalf of Carrier. If any terms or conditions contained on any applicable bill of lading, tariff, schedule, service guide or similar document are in conflict or inconsistent with the terms of this Agreement, then the terms, conditions and provisions of this Agreement will govern. In addition, any provisions in any bill of lading purporting to make the underlying transportation subject to the terms of any of Carrier's tariffs/schedules/service guides or other similar documents are specifically made inapplicable. Carrier agrees that a Shipper's insertion of Broker's name as the carrier on a bill of lading will be for the Shipper's convenience only and will not change Broker's status as a property broker or Carrier's status as a motor carrier.



7. Insurance.

a. Carrier will provide and maintain in force during the term of this Agreement, at the sole expense of Carrier, the following minimum insurance:

i. workers' compensation and employer's liability insurance as required by all applicable workers' compensation laws, at limits of the state in which the work is to be performed or containing an all-state endorsement, and embracing a waiver of subrogation;

ii. commercial general liability insurance, including public liability and property damage insurance, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence;

iii. cargo insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000) per occurrence; and

iv. commercial automobile liability insurance including owned, hired and non-owned coverage, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

b. Carrier will furnish an insurance certificate addressed to Broker showing Carrier's compliance with the requirements of this paragraph and naming Broker and its Shipper customer as additional insured under the commercial automobile and commercial general liability policies. The workers compensation, commercial general liability and commercial automobile liability policies must include waivers of subrogation listing Broker and Shipper. Said certificate(s) must provide that such insurance will not be canceled or changed, unless at least 30 days' notice has been first given to Broker of such change. Broker does not in any way represent that the coverage or limits of insurance specified in this paragraph are sufficient or adequate to protect Carrier's interest or liabilities.

8. Indemnification. Except to the extent caused by the negligence or intentional acts or omissions of Broker or its Shipper customer, Carrier will indemnify, defend and hold harmless Broker and its Shipper customer from and against any and all loss, damage, cost, expense, liability or claim including reasonable attorneys' fees and other costs of defense, caused by, arising from or incident to the services provided by Carrier pursuant to this Agreement, including but not limited to the following: (i) personal injury or death of persons (including without limitation, employees of Broker and its customers); (ii) damage, destruction or conversion of the property of any person, theft or embezzlement by Carrier or its employees; (iii) Carrier's failure to comply with any state and federal laws, rules or regulations; or (iv) any claim arising out of or relating to Carrier's failure to comply with any term or condition of this Agreement. The provisions of this Section will survive the termination of this Agreement.

9. Non-Solicitation/Confidentiality.

a. Carrier understands and agrees that Broker has put forth substantial effort and investment to develop its accounts and to secure the goodwill of its customers. As part of the consideration of this Agreement, Carrier agrees that during the term of this Agreement, and for a

period of one year after the termination of this Agreement for any reason, with or without cause, Carrier will not directly or indirectly, solicit, accept orders or requests for services or otherwise perform any transportation or brokerage services for any Customer of Broker, without Broker's prior written consent. For purposes of this provision, "Customer" means any Shipper, consignee, receiver or customer of Broker for whom Carrier has performed motor carrier transportation services for as part of, or as a result of, this Agreement. Unless Carrier is given prior written authorization from Broker, Carrier agrees to pay Broker a commission of fifteen percent (15%) of all revenues billed per shipment moved in violation of any of the foregoing, and such commission will be due and payable within ten days after Carrier's billing date to the Customer.

b. Carrier agrees it will treat all matters relating to the business of Broker, or its Shipper customers, as confidential business information entrusted to Carrier solely for its use in performing services under this Agreement. Such information will not be divulged in any way to any person except as is necessary for Carrier to carry out its obligations under this Agreement. The provisions of this Section will survive termination of this Agreement.

10. Waiver. Broker and Carrier expressly waive any and all such rights and remedies under the ICC Termination Act of 1995, in accordance with 49 U.S.C. § 14101(b), for the transportation covered under this Agreement, except to the extent otherwise stated herein. Nothing in this Agreement will be construed as waiving any provision of federal law governing Carrier's compliance with all statutory registrations, insurance and/or safety requirements.

11. Term and Termination.

a. This Agreement will remain in effect for an initial period of one year commencing on the Effective Date and will automatically renew for additional one year periods, unless written notice of an intent to terminate is given at least 60 days prior to the expiration date of the initial or renewal period. Provided, either Party may terminate this Agreement upon 10 days' prior written notice in the event of failure by a Party to cure, to the satisfaction of the non-defaulting Party, any of the following defaults within said notice period. Defaults giving rise to a Party's right to terminate under this Section are as follows:

i. a Party's failure to perform or comply with any term or condition of this Agreement;

ii. a Party admitting in writing to any Party and in any context the inability to pay its debts generally as they become due; or

iii. a Party becoming insolvent or consenting to the appointment of a receiver or other similar official of itself or any substantial part of its property.

b. Immediate and automatic termination will occur if either of the following takes place:

i. a Party files a petition in bankruptcy or a petition to take advantage of any insolvency act; or

ii. a Party makes an assignment for the benefit of its creditors or a petition in bankruptcy is filed against the Party or it is adjudicated bankrupt in a court of competent jurisdiction.

12. Attorneys' Fees. If any action is brought on account of any breach, default or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing Party will be entitled to recover the prevailing Party's costs and reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment or decree rendered.

13. No Liens. Carrier will not have any right, title, interest, ownership or claim in the property tendered for transportation under this Agreement. Carrier will not in any way encumber or otherwise impair any Shipper's right to possession of such property, including but not limited to, asserting any lien or withholding any goods on account of any dispute arising under this Agreement. Carrier will not possess and expressly waives, disclaims and releases any lien, whether statutory or otherwise, security interest or encumbrance of any kind or nature whatsoever with respect to any property, or any portion thereof, transported under this Agreement.

14. Force Majeure. Neither Party will be liable for the failure to tender or timely transport all or any portion of a Load under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, acts of terrorism, civil disorder or other unforeseen circumstances beyond the Party's reasonable control.

15. Third-Party Beneficiary. This Agreement will not provide any person not a Party, assignee or successor to this Agreement, with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement. Notwithstanding the foregoing, the Parties agree that Broker's Shipper customers are intended third-party beneficiaries of this Agreement entitled to the benefits of Carrier's obligations of performance.

16. Assignment. Neither Party will sell, assign or transfer, in whole or in part, any right, interest, duty, responsibility, agreement or obligation contained in this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld or delayed. Any such purported assignment or transfer by a Party without the other Party's prior written consent, will be null and void and of no force or effect, and will vest no rights or interests in the purported assignee or transferee. Subject to the provisions of this Section, this Agreement will inure to the benefit of, and be binding upon, the lawful or permitted successors and assigns of the Parties.

17. Notice. All notices and other communications required or permitted to be given under this Agreement will be in writing and will be delivered in person or sent by reputable private delivery service or United States mail (postage prepaid) and addressed to the other Party at the addresses set forth as follows:

To Broker:  
Dedicated Logistics Services, LLC  
2900 Granada Lane N.  
Oakdale, MN 55128  
Attn: President

To Carrier:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Any such notice or other communication is effective upon receipt by the addressee. Such addresses may be changed by either Party upon written notice to the other Party as provided in this Section.

18. Amendment, Waiver and Severability.

a. This Agreement may not be amended or modified except by written agreement between Broker and Carrier signed by a duly authorized representative of each Party

b. No provision of this Agreement may be waived by either Party except by a writing signed by a duly authorized representative of the waiving Party. No waiver of any term of this Agreement will be binding unless expressed in a document executed by the Party making such waiver (and then only to the extent so expressed). No waiver of any term of this Agreement will be a waiver of any other term of this Agreement, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Failure to enforce strict compliance with any term of this Agreement will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

c. In the event any statute, ordinance or governmental rule or regulation will apply to invalidate or supersede any of the terms and conditions of this Agreement, the remaining portions of this Agreement will to the extent possible remain in full force and effect.

19. Governing Law. This Agreement will be governed by the laws of the state of Minnesota, without regard to the choice of law provisions, unless superseded specifically by applicable federal laws and regulations. The Parties submit to the exclusive jurisdiction of the courts in and of the state of Minnesota, Ramsey County, or the U.S. District Court for the District of Minnesota and to the respective courts to which an appeal of the decisions of any such court may be taken. Each Party expressly waives any right it may have to a jury trial in any proceeding existing under or relating to this Agreement.

20. Entire Agreement. This Agreement, including the Exhibits attached hereto, states the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written and oral negotiations, agreements and understandings with respect thereto. Each Party acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party which are not embodied herein, and any such agreements, statement or promise not contained in this Agreement will not be binding. As of the Effective Date, all previous agreements concerning the same subject matter between the Parties will be canceled. The Parties signing this Agreement have the authority to do so.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement.

\*[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as the Effective Date.

**CARRIER:** \_\_\_\_\_

**DEDICATED LOGISTICS SERVICES,  
LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**SCHEDULE OF RATES AND CHARGES**

Carrier: \_\_\_\_\_

The following rates and accessorial charges are agreed to between Broker and Carrier. Any reference to a tariff or governing publication is for the convenience of the Parties only in establishing pricing. Such reference will not be construed to incorporate such tariff or publication into this Agreement. There are no tariffs or publications applicable to the transportation services provided to Broker by Carrier.

**A. MILEAGE RATES**

All mileages will be measured in accordance with the most recent version of the Rand McNally Milemaker for all points provided on a rate-per-mile basis.

	<u>From</u>	<u>To</u>	<u>Rate/Mile</u>
1.			
2.			
3.			
4.			
5.			

**B. FLAT RATES**

	<u>From</u>	<u>To</u>	<u>Flat Rate</u>
1.			
2.			
3.			
4.			
5.			

**C. LOAD CONFIRMATIONS**

For Loads between points not specified in Section A or B above or spot quote rates, Carrier will be compensated for the services provided in accordance with the rates and charges as will be determined on a Load-by-Load basis by a Load Confirmation. Each Load Confirmation will become incorporated into and a part of this Agreement.

**D. ACCESSORIAL CHARGES**

The following accessorial charges will be applicable for services requested by Broker and performed by Carrier.

<b>ACCESSORIAL CHARGE</b>	<b>PROVISION</b>
1. Reconsignment or Diversion While In Transit	\$50.00 per Load
2. Redelivery Charge	\$50.00
3. Stop Offs	Stopping in transit for partial loading or unloading, after an initial stop and excluding the final stop \$50.00 per stop
4. Layover Charge	When a power unit has been requested and made available by Carrier, but the applicable Load is not available and Broker requests that the driver wait for the Load overnight. A layover charge will only apply if Carrier is detained due to conditions over which Carrier had no reasonable control and Carrier obtains Broker's prior authorization. \$150.00
5. Detention Charges with Power	\$25.00 per hour billed in 15-minute increments after expiration of free time not to exceed \$250.00. Free time will be two hours per trailer with power unit made within normal business hours at the designated place of pickup and delivery. Carrier must notify Broker at least 45 minutes before the expiration of free time as a condition of being able to assess this charge. Interruptions in loading or unloading for the purpose of any normal non-working rest period will be excluded from free time. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except any free time for loading will not begin until free time for unloading has expired.
6. Truck Order Not Used	\$150.00



## Exhibit B

### EARLY PAY DISCOUNT

1. One Day Quick Pay Program.

DLS's One Day Pay Program allows Carrier to receive faster payment than our standard terms in exchange for a **5% discount**.

**Terms:** A 5% discount will be taken from the invoice total and all charges are subject to applicable discount. Invoices for One Day Quick Pay, including all required backup documentation **must be emailed to [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com) or faxed to (800) 323-6351**. Invoices that are mailed or sent to an email address other than [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com) will still be processed for quick pay, but payment may be delayed. In some cases, DLS reserves the right to require original paperwork before payment by any method. If there is a rate discrepancy, DLS reserves the right to process payment for only the portion that was agreed upon per the Load Confirmation and research the difference. Invoices emailed to [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com) by 3:00 pm Central Time will be **paid via EFS Check** (money code) the within one business day.

2. Quick Pay Program.

DLS's Quick Pay Program allows Carrier to receive faster payment from 3 days to 10 days rather than our standard terms in exchange for a **3% discount**.

**Terms:** A 3% discount will be taken from the invoice total and all charges are subject to applicable discount. Invoices for Quick Pay, including all required backup documentation **must be emailed to [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com) or faxed to (800) 323-6351**. Invoices that are mailed or sent to an email address other than [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com) will still be processed for quick pay, but payment may be delayed. In some cases, DLS reserves the right to require original paperwork before payment by any method. If there is a rate discrepancy, DLS reserves the right to process payment for only the portion that was agreed upon per the Load Confirmation and research the difference. Invoices emailed to [apbrokerage@dlstrans.com](mailto:apbrokerage@dlstrans.com) or faxed to (800) 323-6351, and received on or before Tuesday, by 3:00 pm (CST), will be paid via check that Friday.

**Quick Pay is NOT available for:**

- Carriers with factoring companies
- Factoring Companies directly

## Exhibit C

### HAZARDOUS MATERIALS ADDENDUM TO TRANSPORTATION SERVICES AGREEMENT (OPTIONAL)

This Hazardous Materials Addendum to Transportation Services Agreement (this "Addendum") is entered into between \_\_\_\_\_, a \_\_\_\_\_ [insert state of organization and insert type of entity, e.g., corporation, limited liability company, etc.], ("Carrier") and Dedicated Logistics Services, LLC, a Minnesota limited liability company, ("Broker"), and supplements, amends and modifies that certain Transportation Services Agreement between Broker and Carrier dated effective as of \_\_\_\_\_ [insert date] (the "Agreement") upon the terms and conditions set forth in this Addendum.

1. Hazardous Materials.
2. Amendment to Agreement. Section 5 of the Agreement is hereby amended to add subsections (e) and (f) as follows:
  - e. In the performance of transportation services under the Agreement involving any shipment of hazardous material or hazardous substance, Carrier will fully comply with all applicable federal, state and local laws and regulations, including the licensing and training of qualified drivers and equipment safety regulations, and with the loading, unloading, storage, handling and transportation requirements set forth in the applicable Material Safety Data Sheet or other instructions from the applicable Shipper. Carrier will have documented emergency response plans addressing hazardous material and hazardous substance shipments. Carrier certifies that it is compliant with 49 C.F.R. Part 172, subpart I (Safety and Security Plans) and will maintain and follow the documented plans to ensure the secure shipment of hazardous materials and hazardous substances under the Agreement.
  - f. Carrier will immediately notify Broker of any incident or release involving any hazardous material or hazardous substance shipments transported under the Agreement and will promptly contain and collect any release consistent with its emergency response plan. For all incidents and releases arising from the transportation of hazardous materials or hazardous substances, Carrier will indemnify, defend and hold Broker and its Shipper customer harmless against any and all costs, including reporting costs, response costs, clean-up costs, losses, liabilities, claims, fines, penalties, expenses (including reasonable attorneys' fees) arising out of the release.
3. Amendment to Agreement. Section 7(a)(ii) of the Agreement is hereby amended and restated to read in its entirety as follows:

(ii) comprehensive general and automobile liability insurance, including public liability and property damage insurance and environmental damages due to the release or discharge of hazardous materials or hazardous substances, in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence.

4. All capitalized terms in this Addendum will have the meanings given them in the Agreement. Except as modified herein, the Agreement remains unchanged.
5. This Addendum will be incorporated into and become part of the Agreement, and will continue in effect for the term of the Agreement.

**CARRIER:** \_\_\_\_\_

**DEDICATED LOGISTICS SERVICES,  
LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
July 10, 2014

**LICENSE**  
**MC-862737-B**  
U.S. DOT No. 2521684  
DEDICATED LOGISTICS SERVICES LLC  
OAKDALE, MN

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRR, Washington, D.C. 20590.



Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

**FORM BMC-84**

Bond No. - 14029

FF No. -

Filer FMCSA Account Number: 28318

License No. MC- 862737

KNOW ALL MEN BY THESE PRESENTS, that we, Dedicated Logistics Services LLC  
(Name of Broker or Freight Forwarder)  
of 2900 Granada Lane N, Oakdale Minnesota 55128  
(Street) (City) (State) (Zip)  
as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company  
(Name of Surety)  
a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing  
under the laws of the State of Arizona (hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$250,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 3rd day of July, 2014, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this Instrument on the 3rd day of July, 2014

Bond No. - 14029

PRINCIPAL

Dedicated Logistics Services LLC
COMPANY NAME
2900 Granada Lane N Oakdale
STREET ADDRESS CITY
Minnesota 55128 904-759-1124
STATE ZIP CODE TELEPHONE NUMBER

Heath Young, CFO
(Type or print Principal officer's name and title)

[Signature]
(Principal officer's signature)

Todd Jeffers
(Type or print witness's name)

[Signature]
(Witness's signature)

SURETY

Southwest Marine and General Insurance Company
COMPANY NAME
150 Northwest Point Blvd., 2nd Fl Elk Grove Village
STREET ADDRESS CITY
Illinois 60007 847-700-8100
STATE ZIP CODE TELEPHONE NUMBER

Lisa Gelsomino, Attorney in Fact
(Type or print Principal officer's name and title)

[Signature]
(Principal officer's signature)

Gabriela Craver, Surety Underwriting Manager
(Type or print witness's name)

[Signature]
(Witness's signature)

